

INDIANOLA / MUNIC. LABORERS #353
(MIXED)

07-09

AGREEMENT

Between

CITY OF INDIANOLA

And

MUNICIPAL LABORERS LOCAL #353

FY 2007-2009

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MUNICIPAL EMPLOYMENT
RELATIONS BOARD

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CITY OF INDIANOLA MUNICIPAL LABORERS AGREEMENT

This agreement is entered into by the City of Indianola, hereinafter referred to as the "Employer" or "City" and the Municipal laborers Local #353 hereinafter referred to as the "Union".

ARTICLE I Recognition

The City of Indianola recognizes the Union as the exclusive bargaining representative for the purpose of representing all permanent full-time employees in the classification listed in Appendix A in accordance with the provisions of the State of Iowa Public Employment Relations Act.

ARTICLE II Management Rights

Except as specifically modified by the Agreement, the employer shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign and retain employees in positions within the agency.
3. Suspend or discharge employees for proper cause.
4. Maintain the efficiency of governmental operations.
5. Relieve employees from duty because of lack of work or other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which City operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the City government.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the City by law.

ARTICLE III Non-Discrimination

Neither party to this agreement shall discriminate against any employee because of race, sex, color, age, creed, religion, nationality, union affiliation, or non-union affiliation.

ARTICLE IV

Work Rules

The City may from time to time adopt and publish changes in existing departmental procedures and rules. Such changes shall become effective only after they have been prominently posted on appropriate employer bulletin boards for a period of seven (7) work days. All employees shall comply with the work rules. Any unresolved complaint as to the reasonableness of new or existing work rules, or any complaint involving discrimination in the application of such rules shall be resolved through the grievance procedure.

ARTICLE V

Hours of Work

A. Work Week

The normal work day shall consist of eight (8) consecutive hours of work. The normal work week shall consist of forty (40) hours of work on five (5) consecutive eight (8) hour days, normally Monday through Friday. The City may, however, hire new employees to work a schedule including a forty (40) hour work week with five (5) consecutive work days other than Monday through Friday.

Since certain departments must regularly operate seven (7) days per week, some employees may be required to work an alternate work week consisting of more than five (5) consecutive days with at least two (2) consecutive days off and will average a forty (40) hour week over a four (4) calendar week period.

Where alternate schedules are necessary, work schedules must be properly posted seven (7) calendar days prior to the work being performed.

Specific work schedules, including hours and days, will be issued by the appropriate department director.

B. Lunch Period

All employees shall be allowed a lunch period which shall be scheduled generally in the middle of the work shift. Lunch period shall be scheduled as to time duration in accordance with the prevailing departmental rules and regulations. However, a lunch period shall not be less than thirty (30) minutes, nor more than one (1) hour.

C. Rest Period

Each employee shall be entitled to one (1) fifteen (15) minute rest period during the first half of their work schedule and one (1) fifteen (15) minute rest period during the second half of their work schedule.

ARTICLE VI

Overtime

A. Definition

Overtime is all time properly authorized and worked in units of one -quarter (1/4) hour or more which is in excess of eight (8) hours of work in one day or forty (40) hours of work per week and all work performed outside the employee's regular work schedule as described in Article V.

B. Procedure

In general, overtime shall be kept to a minimum consistent with the efficient and effective provision of City services. Permanent employees shall normally be given preference in overtime assignments. However, when overtime work is required each employee shall accept and work such assignments.

Requests to take off earned compensatory time must be approved by the appropriate supervisor, but the wishes of the employee shall be given consideration. A periodic review of accumulated compensatory time will be made and employees may be required by their supervisor to schedule and take off such time within a reasonable period, i.e., 60 days.

C. Compensation

Employees who work in excess of eight (8) hours in one day or forty (40) hours per week and all work performed outside the employee's regular work schedule in accordance with the provisions of Paragraph B above, shall either receive compensatory time off at time and one-half for such "overtime" work or be paid in cash for such time at the discretion of the City.

ARTICLE VII

Holidays

A. Recognized Holidays

The following shall be observed as paid Holidays:

1. New Years Day, January 1
2. Presidents Day, Third Monday in February
3. Memorial Day, Last Monday in May
4. Independence Day, July 4
5. Labor Day, First Monday in September
6. Veteran's Day, November 11
7. Thanksgiving Day, Fourth Thursday in November
8. Christmas Eve Day, December 24
9. Christmas Day, December 25

10. Two days (16 hours) to be taken off with regular pay for the employee, however, must be requested in advance and approved by the appropriate Department Director.

B. Holidays occurring on weekends

Holidays which occur on:

1. Saturday- shall be observed on the preceding Friday
2. Sunday- shall be observed on the following Monday

C. Shift employee required to work on a Holiday

Employees who are assigned to shift operations, those departments which are scheduled to operate seven (7) days per week, and who are required to work on a recognized Holiday shall be compensated at a rate equal to two times their normal hourly rate of pay for each hour actually worked. Such pay shall be in addition to the usual eight (8) hours Holiday pay.

D. Regular Employees Required to work a Holiday

Employees assigned to a normal work week who are required to work on a recognized Holiday shall be compensated at a rate equal to two (2) times their normal hourly rate of pay for each hour actually worked. Such pay shall be in addition to the usual eight (8) hours Holiday pay.

All premium pay for Holiday work shall be compensated by either payment in cash or in compensatory time off at the discretion of the City.

E. Holiday Compensation

Holiday Compensation is applicable only to work performed on the recognized holiday as opposed to the observed days in Section B above. Work performed on the observed holidays shall be compensated at time and one -half.

ARTICLE VIII

Sick Leave

A. Eligibility

All permanent, full time employees will be eligible for paid sick leave.

B. Accrual

Permanent, full time employees will accrue sick leave at the rate of 3.7 hours per biweekly pay period. As of 6/26/05 760 hours can be carried forward to the new year. All excess leave is forfeited.

C. Usage

Sick leave shall be granted under the following circumstances:

1. Physical incapacity not incurred in the line of duty, including pregnancy.
2. Personal illness, including medical, dental or optical appointments during working hours.
3. Enforced quarantine of the employee in accordance with community health regulations.
4. Serious illness of any emergency nature of the immediate family (spouse, child, parent, sibling) upon approval of the Department Director. Use of sick leave in this manner is limited to a total of three (3) days per year.

D. Usage to Cover Work Related Injuries

Available sick leave shall be granted for physical incapacity resulting from an injury on the job. Such sick leave shall be used for up to the first five days of the injury at which time the City's Worker's Compensation policy and/or the Disability policy shall take effect. In addition, during the first six months of a work-comp/disability insurance claim, an individual may use sick leave to make up the difference between his/her disability payment and his/her regular salary.

E. Administration

Sick leave shall be administered as follows:

1. Requests for sick leave should normally be made before an employee is regularly scheduled to report for duty.
2. Sick leave shall be chargeable only when used on regularly scheduled work days.
3. In individual cases where an employee's sick leave usage record indicates possible abuse, the employer has the right to verify the reported illness of any employee and may require a Doctor's certification for absence due to illness. Such certification will be required only with prior written warning to the employee or on any illness of over five (5) consecutive working days. Such certification must state the nature of the sickness or injury and whether the employee has been incapacitated for work for said period of absence. Abuse of sick leave shall be proper cause for disciplinary action up to and including dismissal.

ARTICLE IX Other Leaves

A. Military Leave

Whenever an employee enters into the active military service of the United States, the employee shall be granted leave as provided under Iowa Code Section 29A.28 and the applicable federal statutes.

B. Jury Duty

Employees on jury duty will receive their normal pay for regular work days spent on a jury panel. The employee shall submit the payment received from the Court to the City Treasurer's Office, less any amount included for travel allowance or expense reimbursement.

C. Emergency Leave

1. In case of death in the employee's family (spouse, child, parent, sibling, or corresponding in-laws), the employee shall be allowed two (2) days off with no loss of regular pay. In addition, the employee may take up to an additional two (2) days off which shall be charged against his/her accumulated sick leave. In case of the death of an employee's grandchild, grandparent(or corresponding in-laws) or any relative living in the same household with the employee immediately prior to death, the employee shall be allowed one (1) day off with no loss of regular pay.

D. Personal Leave Without Pay

The City may grant an employee an unpaid leave of absence due to personal reasons upon the written request of an employee. Any such leave shall not exceed a period of twelve (12) months.

E. Leaves With Pay

All paid leaves off from work shall be credited as time worked for purposes of computing overtime and benefit accrual.

ARTICLE X Vacation

A. Eligibility

All permanent, full time employees are eligible for vacation leave upon accrual.

B. Accrual

Vacation leave shall be accrued as follows:

1. With less than two (2) years of service, 3.07 hours for each biweekly pay period.
2. With two (2) but less than eight (8) years of service earn 4.0 hours for each biweekly pay period.
3. With eight (8) but less than fourteen (14) years of service earn 5.0 hours for each biweekly pay period.
4. With fourteen (14) years or more of service, 6.0 hours for each biweekly pay period.
5. With twenty (20) years or more of service 6.47 hours for each biweekly pay period beginning June 26, 2005.
6. Employees shall not be granted any vacation leave after the last day of actual work when terminating their employment.

An employee is advanced to a higher earning rate at the beginning of the first pay period following his/her second, eighth, fourteenth, or twentieth anniversary date of service.

C. Administration

1. Planning: The City Manager is responsible for proper planning and scheduling of vacation leave for all employees within their respective departments.
2. Approving: All vacation leave must be approved in advance by the appropriate Department Director.
3. Usage: All vacation leave must be used in charged in amounts of not less than four (4) hour increments.

D. Unused Vacation Leave:

Up to 160 hours of vacation leave may be carried forward to a new year. All unused vacation leave in excess of 160 hours is forfeited. In the event of termination, all accrued but unused vacation leave will be liquidated by lump sum payment. The payment will include any Holidays which fall in the projected leave period. However, such lump sum payment will not be made until:

1. All City owned property charged to the employee has been returned.
2. All indebtedness to the City has been satisfied.
3. All other indebtedness which the City is legally obligated to collect from the employee has been satisfied.

ARTICLE XI Union Representation

The Union may appoint certain employees to serve in the capacity of union steward. The names of the stewards must be submitted in writing to the office of the City Clerk. Union representatives may not act in this capacity until the above notification has been made.

Union stewards may be permitted to leave their regular work area upon request to their Supervisor. Such requests shall not be unreasonably denied. However, if the workload is such that the Supervisor must deny the request, the Supervisor shall make arrangements to notify a Union officer of the need for a Union Representative.

Stewards may receive, investigate and process complaints or grievances of employees, and shall suffer no loss of regular pay for their normal work shift when properly excused by their Supervisor. Time spent investigating grievances shall be kept reasonable and commensurate with the circumstances of the matter at issue. Normally, such time will not exceed one half (1/2) hour at any step of the grievance procedure and will require the attention of only one (1) steward.

Whenever a steward enters a work area for the purpose of investigating a complaint, the Supervisor of that area must be so notified and informed of the nature of the problem.

Stewards will not be permitted to conduct any other Union business during his/her working time.

ARTICLE XII **Payroll Deductions**

The City hereby agrees that upon proper authorization, deductions will be made from the employees pay and remitted to the designated parties for the following reasons:

Savings Bonds, United Campaign, Deferred Compensation, Group Insurance Plans, Union Dues and assessments and any others, which may be mutually agreed to.

ARTICLE XIII **Use of City Facilities**

The City agrees that upon proper request and availability, the Union shall be allowed use of facilities for the purpose of membership meetings, on off duty hours. The Union agrees to comply with all policies regulating the facilities utilization.

ARTICLE XIV **Report and Recall Pay**

A. Reporting Pay

If an employee reports for work at his/her regular time and place but is sent home by the supervisor, because work cannot be performed, such employee shall be paid a minimum of two (2) hours pay at the regular straight time rate.

B. Recall Pay

When an employee, after completing a regular shift and leaving work is recalled to work, he/she shall receive a minimum of two (2) hours pay at overtime rate except:

1. When an employee, after completing a regular shift and leaving work is recalled to work within one (1) hour prior to the start of the regular work day they shall receive two (2) hours pay at regular straight time rate.
2. When an employee, after completing a regular shift and leaving work is recalled to work within the same 2 hours of a previous recall and is completed within the original 2-hour recall period, they shall receive 4 hours pay at regular straight time pay. If work on the additional call/s goes beyond the original 2-hour period, the time beyond the 2-hour period will be paid at overtime rate.

ARTICLE XV

Transfer Pay

In the event an employee is laterally transferred to the same class or to another classification in the same pay grade the employee shall be entitled to the same pay step as paid in the previous classification.

ARTICLE XVI

Stand-by Pay

Employees who are required to be on call for emergencies after regular hours shall receive nine (9) hours straight time pay for each week (seven day period) on call or four (4) hours straight time pay for each weekend (two day) period on call. In addition, for those seven day periods which include a recognized Holiday, employees on call will receive one (1) additional hour of straight time pay. Employees shall be compensated in accordance with article VI and/or XIV for work performed under this section.

ARTICLE XVII

Training on New Processes

Whenever the duties of a position are to be materially changed by the introduction of new machines or processes requiring different skills and knowledge, any employee affected by the change shall be given a reasonable opportunity to learn to perform the new duties and to qualify for status in any new class of positions required for such work. Any employee, who after a reasonable training period, qualifies for appointment in a different class shall be appointed and promoted thereto. Employees who do not qualify for such appointment shall be reassigned to other duties to his/her class or be laid off.

ARTICLE XVIII

Use of Bulletin Boards

The City will provide reasonable space for official union business on each bulletin board normally used to convey information to employees. The use of such space shall be limited to the following:

1. Listing of union officers and officials
2. Union elections
3. Union meetings
4. Union social events
5. Educational notices

ARTICLE XIX Insurance Provisions

A. Health and Prescription Drug Insurance

The City will pay 100% of the premium for single health and prescription drug insurance coverage and 95% of the difference between the premium for single and the premium for family health/drug insurance each year of the agreement.

For purposes of this provision, the single premium will be determined to be one-half of the family premium.

As of July 1, 2007 the prescription drug plan will change from a \$5.00 for any script to a 3-tiered system of \$0/\$5/\$10. As of July 1, 2008 the 3-tiered system will be \$0/\$10/\$20 for prescription drugs.

B. Disability Insurance

The City agrees to provide all permanent, full-time employees with a group disability plan containing no less benefit coverage than the one in effect on July 1, 1978. The full cost of such insurance will be the responsibility of the City. In the event an employee is disabled (as determined by a City appointed physician) due to illness or injury he/she shall continue to receive City insurance contributions for the level of benefits then in effect, for a period of 24 months following such disability.

The short-term disability weekly benefit will be \$350 per week beginning July 1, 2005.

C. Life Insurance

The City agrees to provide all permanent, full-time employees with a \$15,000 life insurance policy. The full cost of such insurance will be the responsibility of the City. In addition, the City agrees to continue the practice of deducting and remitting payments for an additional \$10,000 life insurance policy.

D. Health Reimbursement Arrangement (HRA)

The City agrees to contribute \$875 (7/1/07) and \$900 (7/1/08) for each employee's HRA for medical/dental/vision expenses incurred by the employee and his/her dependents which are eligible for health insurance coverage.

Contributions to an employee's HRA account will be preserved for the sole use of the employee and employee's eligible dependents for medical expenses provided by applicable law.

Unused balances of an employee's HRA account will be carried forward from year to year with no limit of accumulation.

Employees and their eligible dependents, and employees who have terminated their employment and their eligible dependents shall have access to their HRA accounts for medical expenses until the account has been exhausted, as provided by applicable law.

ARTICLE XX **Disciplinary Action**

It is recognized that certain disciplinary action is occasionally necessary for efficiency of the operation. Forms of discipline may include oral or written warning, oral or written reprimand, suspension, demotion, and termination. Such actions will be taken in the event of reasonable and just cause.

All written warnings and/or reprimands will be removed from an employee's personnel file upon the successful completion of a full two (2) years of employment completely free from any additional warning and/or reprimands.

ARTICLE XXI **Safety, Health, and Welfare**

City Responsibility:

The City shall make reasonable provision for the safety and health of employees during the hours of their employment, and shall provide protective devices and other equipment necessary to protect employees from injury or illness in conformance with statutory requirements. In addition, the City agrees to provide one (1) set of rain gear for each employee of the Street Department and one (1) "lab" type coat for Sewer Treatment Plant employees.

Employee Responsibility:

Employees are required to comply with established City procedures and policies regarding the reporting of occupational injuries.

ARTICLE XXII
Employee Education

1. The City recognizes it is of mutual interest and benefit to both the employee and the City to advance individual knowledge, skills and abilities. Therefore, the City agrees to consider all requests for educational purposes including seminars, work shops, and training courses.
2. The written request should outline the course desired, length of course, availability of classes and hours and amount of leave or reimbursement required.
3. Such requests shall be evaluated as to how the course relates to an employee's duties or to amount of value and benefit the employee and City would derive from such a course.
4. If the request is approved, the City shall allow up to \$600.00 maximum allowance per year tuition. In addition, paid leave, if necessary to attend course during working hours, may be allowed upon approval of the City Manager. Tuition will be paid as reimbursement to employee for successful completion of approved course.

For a graded course, a grade of "C" or better, or two (2) on a scale of (4) shall be considered successful completion.

ARTICLE XXIII
Travel and Per Diem allowance

A. Mileage for Travel

Whenever an employee is ordered or authorized to use his/her own private auto for City business, the mileage allowance set by the state shall be paid for each mile of travel.

B. Allowance Rates

1. Actual out-of-pocket costs for modes of travel as authorized and approved by the City Manager.
2. Per Diem. Actual out-of-pocket costs for meals, lodging, registration, etc. to be substantiated by receipts and subject to the following
 - a. Limitations: In State
 1. Total daily allowance for meals shall be limited to an average of \$24.00
 2. Daily lodging costs shall be limited to \$60.00.
 - b. Limitations: Out of State
 1. Total daily allowance for meals shall be limited to \$35.00.

Discretion should be used and all expenditures will be reviewed by the City Manager.

2. Daily lodging costs shall be limited to \$90.00.
 3. Exceptions to limits for meals and lodging must be approved by the City Manager. The Council shall approve exceptions for the City Manager.
- c. Room sharing is expected when traveling with fellow employees of the same sex. When attending a meeting alone, efforts should be made to room with fellow colleagues.

C. Payment

All reimbursements must be substantiated by receipts and/or properly documented vouchers.

D. Travel Time

Time spent traveling will be considered as time worked, not to exceed the hours regularly scheduled per day and/or per pay period. Other necessary travel time is to be expended without further compensation.

ARTICLE XXIV Temporary Upgrade

It is recognized that employees may from time to time be required to perform the duties of higher level classification. When this occurs, the employee will be paid at the rate of one step (5%) above his/her present rate or the first step of the higher classification whichever is greater for each consecutive hour worked beyond the first nineteen consecutive working days.

ARTICLE XXV Promotion Pay

When an employee is promoted to a classification assigned to a higher pay range than the previously held position he/she shall receive an increase in pay equal to at least a one (1) step (Approx. 5%).

ARTICLE XXVI Promotions and Job Bidding Procedure

When a job vacancy occurs, notice of such vacancy shall be posted on departmental bulletin boards no later than ten (10) working days after the vacancy occurs. This notice shall be posted for five (5) workdays. Employees wishing to be considered for the opening must sign the job bid notice no later than 5:00 P.M. on the last day of the posting period.

When filling such promotional vacancies, the employer shall consider such factors as ability, aptitude, and work record. However, when these factors are reasonably equal as between two (2) or more employees, then seniority shall prevail.

ARTICLE XXVII
New appointments

Newly appointed employees will normally begin at the first step of the appropriate salary range. When circumstances warrant, employees may be appointed above the first step in the salary range, but in no case may the starting rate exceed the rate paid to any other employee in the same classification. Those employees appointed as an Apprentice Sewage Treatment Plant Operator, Range 19, shall progress through the salary table in the following manner:

1. Normal hiring rate -- Range 19, Step 1
2. Satisfactory completion of six (6) months probationary period -- Eligible for a one-half step increase to Range 19, Step 1 1/2.
3. Completion of one year of satisfactory service -- Eligible for a one-half step increase to Range 19, Step 2.
4. Completion of two years of satisfactory service -- Eligible for a step increase to Range 19, Step 3.
5. Upon Certification of Grade I Operator -- Eligible for two and one-half (2.5%) increase.
6. Upon Certification as a Grade II Operator -- Eligible for promotion to Range 22, Step 1.

ARTICLE XXVIII
Longevity Pay

The City agrees to provide all permanent full-time employees longevity pay. The salary table shown below represents the annual pay that employees shall receive for continuous years of service.

<u>YEARS</u>	<u>ANNUAL PAY</u>	<u>HOURLY PAY</u>
0-4	\$0	0
5-9	\$250	12.0 c/hour
10-14	\$300	14.4 c/hour
15-19	\$350	16.8 c/hour
20+	\$400	19.2 c/hour

Longevity pay shall be paid on a per hour basis to be included with regular hourly salary.

ARTICLE XXIX
Reduction in Force

A. In the event it becomes necessary to layoff or transfer employees in a specific classification, the following procedure shall apply:

1. Temporary employees.
2. Probationary employees
3. Permanent employees in reverse order of their seniority.

For purposes of this agreement, seniority shall be defined as continuous employment from date of hire. In computing seniority, all authorized compensated time off, and leaves of absence shall be computed as continuous employment, i.e., unpaid leaves in excess of 30 days change the date but do not negate past service.

B. The individual employee designated for layoff shall be given an opportunity to fill any vacancy for which he/she is qualified within the City. If no vacancies exist, the effected employee may revert to a vacancy or to replace the last hired or promoted in a position in which he/she has previously held permanent status, or to replace the last hired or promoted in a lesser classification providing he/she has the specified qualifications to perform such duties. When all rights have been exercised, the last hired will be laid off.

C. Reinstatement of Transfers:

Any employee transferred in accordance with Sec. B, shall be eligible for reinstatement to the original, or a like position, when a vacancy occurs. Such reinstatement shall be in reverse order of seniority. Any employee who is reinstated, shall be placed in the appropriate pay step to reflect the pay range that the employee would have reached, in the event there had been no layoff -- resulting in no loss of pay steps or seniority.

D. Re-employment

The names of employees laid off shall be placed on a re-employment list, for the classification affected, for a period of two (2) years. Such employees shall be eligible for re-employment in reverse order of layoff in the classification they held at the time of layoff.

E. When an employee is notified of available employment, he/she must make satisfactory arrangements to accept such position within five (5) working days, or forfeit their rights to any future re-employment.

ARTICLE XXX
Grievance Procedure

A "Grievance" is defined as a dispute concerning the application or interpretation of any clause of this agreement which is reduced to writing and signed by the employee(s) involved. The parties will agree to act in good faith to resolve any grievance presented by

an employee. Grievances must be presented at the First (1st) step of the procedure within five (5) working days of the incident giving rise to the complaint.

Step I: The employee shall submit the grievance to his/her immediate supervisor. Such supervisor shall respond within three (3) work days.

Step II: If the matter has not been resolved, the employee shall then, within five (5) working days of the receipt of the Step I answer, present the matter to the Department Director who shall respond within five (5) working days.

Step III: If not resolved, the grievance may be submitted to arbitration within ten (10) work days of the decision at Step II. Upon notification to the City Clerk the parties shall promptly meet to attempt to agree on the selection of an arbitrator. If they are unable to agree, they will jointly request that the Iowa Public Employment Relations Board submit a list of five (5) arbitrators and, by alternately striking names an arbitrator will be selected. Not later than sixty (60) days following the date on which the request for arbitration was submitted to the Board, the parties shall establish a date for the arbitration hearing.

The arbitrator shall be without power to add to, subtract from, or modify the terms of this agreement, nor to make any decision in conflict with the laws of the State of Iowa or the ordinances of the City of Indianola.

The arbitrator's fee and expenses shall be shared equally by the employer and union. However each party shall be responsible for compensating their own representative and witnesses as well as paying for transcripts of the proceedings if desired.

The failure of the employee or union to present a grievance within the specified time limits shall render the matter settled and not subject to further appeal. Failure of the employer representative to respond within the specified time limits shall automatically render the matter subject to appeal at the next step of the procedure.

Any time limit contained in this article may be extended by the written mutual agreement of the parties.

ARTICLE XXXI

Pay

The salary tables shown in the Appendix represent an increase of 3.25% beginning 6/24/07 and 3.5% beginning 7/06/08. Police will add a new Step 6 in 2007-08 at a rate which is 1.5% higher than Step 5. Increase Step 6 in 2008-09 to a rate which is 3% higher than Step 5 (1.5% higher than 2007-08).

Each employee shall remain at his/her then current step of the appropriate salary range. Those employees who have not reached the top step of their respective salary will be eligible for an additional one (1) step increase upon the completion of twelve (12) months of satisfactory service after their last step increase.

Newly appointed employees are eligible to receive a one-half (1/2) step increase upon successful completion of six (6) months of service, another one-half step after one year's satisfactory service and annually thereafter until the top step is reached.

Deferred Compensation

Upon completion of three (3) years of service, employees shall be eligible to participate in matching payments into the employer approved deferred compensation as described below.

Effective June 24, 2007, the employer will contribute an amount equal to that amount contributed by the employee (dollar for dollar) up to \$70 and 7/06/08 up to \$75.

If any provision of this deferred compensation plan is determined to be unlawful, the parties shall immediately meet to negotiate an alternative placement of the money involved. All contributions previously made into the plan shall be preserved for the sole benefit of the affected individual employee(s) and not returned to the employer.

ARTICLE XXXII Clothing Allowance

Beginning June 27, 2004 each Street, Parks and Wastewater employee will receive payments up to three hundred fifty dollars (\$350) during a two-year period (fiscal) for work-related items such as boots, coveralls, work pants, shirts, etc. Reimbursement shall be based on presentation of a billing statement showing items purchased and the amount thereof. All purchases must be approved by the City Manager

ARTICLE XXXIII Savings Clause

If any of the provisions contained within this instrument shall be held to contravene or be invalid under the laws of the State of Iowa or the laws of the United States of America, such contravention or invalidity shall not invalidate the whole agreement, but said agreement shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties hereby shall be construed and enforced accordingly.

ARTICLE XXXIV Duration of Agreement

This agreement shall be in full force and effect beginning June 29, 2003 and continuing through June 30, 2007.

ARTICLE XXXV

Definitions

1. Seniority: For purposes of this agreement, seniority shall be defined as continuous employment from date of hire. In computing seniority, all authorized compensated time off and leaves of absence for illness and injury shall be computed as continuous employment. i.e. Unpaid leaves in excess of 30 days change the seniority date, but do not negate past service.

2. Probationary Employment: All new and promotional appointments shall be subject to 180 calendar days as a probation period, during which time an employee is to be evaluated, relative to performance and may be terminated without right to appeal.

3. Employee: A person legally appointed to a regular full-time position in the City service.

City Manager
City of Indianola

Business Manager
Local 353, Laborer's International
Union of North America

ADDENDUM #1

The purpose of this Addendum is to include the police officer classification under the provisions of the original Agreement between the "City" and the Union.

ARTICLE V

Work Week - Police Officers

The police officer's normal workday shall consist of eight (8) to eight and one-half (8 1/2) hours of work and shall include a thirty (30) minute unpaid lunch period and a thirty (30) minute paid lunch period totaling one hour. If the officer has the first thirty (30) minutes of uninterrupted time for lunch, no compensation shall be due if called to duty after said time. The lunch period shall be thirty (30) minutes and be fully paid. Since the lunch period is fully paid, no further compensation shall be due if the officer must work through his lunch period. The normal work week shall consist of six (6) or seven (7) consecutive eight (8) to nine (9) hour days and either two (2) or three (3) consecutive days off. This will average forty (40) hours weekly during an eighteen (18) week cycle.

A maximum of two officers at one time may be assigned to a work week consisting of five (5) consecutive eight (8) to nine (9) hour days which include a 30 minute paid lunch hour followed by two days off.

Since the police department must normally operate seven (7) days per week, employees may have regularly scheduled workdays on any day of the week.

Specific work schedules, including hours and days, will be issued by the police chief at least two (2) weeks in advance. Such schedules shall normally be followed, however, the chief or his designee may make necessary changes to meet the needs of the department.

ARTICLE VI

Police Officer Overtime

A. Definition

Overtime is all time properly authorized and worked in units of one-quarter (1/4) hour or more which is in excess of the regularly scheduled work week as described in Article V for an employee.

B. Procedure

In general, overtime shall be kept to a minimum consistent with the efficient and effective provision of City services. Permanent employees shall normally be given preference in overtime assignments. However, when overtime work is required each employee shall accept and work such assignments.

C. Compensation

Employees who work in excess of their regularly scheduled work week in accordance with the provisions of Paragraph B above, shall either receive compensatory time off at time and one-half for such "overtime" work or be paid in cash for such time at the discretion of the City.

D. Court Appearances

When a Police Officer is required, during off duty time, to appear in court as a witness in a criminal case, arising directly from the officer's employment, such "court time" shall be considered "overtime". Such time shall be compensated at overtime rates on an hour for hour basis. However, the officer shall be paid a minimum of two hours overtime payment for such appearances and also on instances when the appearance is canceled by the court with less than two (2) hours notice.

An officer's absence from court without a reasonable excuse shall be proper cause for disciplinary action.

ARTICLE XX Uniforms for Police Officers

The City shall furnish the following clothing for Police Officers:

- One hat, two tops
- Two jackets, one winter and one summer
- Four pairs of pants, two winter and two summer
- Six shirts, three winter and three summer
- Two ties
- One hat badge
- Two shirt badges
- One name tag

The City also agrees to furnish one bullet proof vest with side panels for each officer. However, if the vest is issued the officer will be required to wear it. Failure to do so may result in appropriate disciplinary action.

Four hundred rounds of target ammunition will be supplied to each officer per year.

In addition, the City agrees to provide up to \$150 for the replacement of any personal item required to be worn such as watches, glasses, etc. which is damaged during the performance of duty. When requesting reimbursement, an officer must provide reasonable proof that the damage to the personal item occurred while on duty.

A \$250/fiscal year reimbursement accessory allowance shall be provided to each officer for police-related items such as shoes, belts holsters, etc. Reimbursement shall be based on presentation of a billing statement showing items purchased and amount thereof .

A \$200/fiscal year reimbursement for clothing allowance shall be provided to the officer assigned to a plain clothes capacity. Reimbursement shall be based on presentation of a billing statement showing items purchased and amount thereof. All purchases must be approved by the City Manager.

ARTICLE XXVIII

Grievance Procedure

No issue which would properly be heard by the Indianola Civil Service Commission shall proceed to Step III of the Grievance Procedure. Any issue which is properly heard by the Civil Service Commission shall be presented to the commission after step II rather than to an arbitrator. In any dispute as to jurisdiction, the ruling of the Civil Service Commission shall be final.